

1 Joshua H. Haffner, SBN 188652
(jhh@haffnerlawyers.com)
2 Graham G. Lambert, Esq. SBN 303056
gl@haffnerlawyers.com
3 **HAFFNER LAW PC**
4 445 South Figueroa Street, Suite 2325
Los Angeles, California 90071
Telephone: (213) 514-5681
5 Facsimile: (213) 514-5682

6 Attorneys for Plaintiff TAREK ABU-
HAJAR and All Others Similarly Situated
7

8
9 **UNITED STATES DISTRICT COURT**
10 **CENTRAL DISTRICT OF CALIFORNIA**

11 TAREK ABU-HAJAR, an individual, on
behalf of HIMSELF and all others similarly
12 situated,

13 Plaintiff,

14 v.

15 AUTONATION, INC., a Florida
16 Corporation; and DOES 1 through 50,
inclusive,

17 Defendants.
18
19
20
21
22
23
24
25
26
27
28

Case No.

CLASS ACTION COMPLAINT FOR:

- (1) **FAILURE TO PROVIDE MEAL PERIODS;**
- (2) **FAILURE TO PROVIDE REST BREAKS;**
- (3) **FAILURE TO PAY OVERTIME WAGES;**
- (4) **FAILURE TO PAY MINIMUM WAGES;**
- (5) **FAILURE TO PAY ALL WAGES UPON SEPARATION;**
- (6) **FAILURE TO PAY ALL WAGES OWED EVERY PAY PERIOD;**
- AND**
- (7) **VIOLATION OF CALIFORNIA'S UNFAIR COMPETITION ACT ("UCL"), *BUS. & PROF. CODE* §17200, *et seq.***

DEMAND FOR JURY TRIAL

1 Plaintiff Tarek Abu-Hajar ("Plaintiff") is informed and believes, and on that basis
2 alleges, as follows:

3 **NATURE OF THE ACTION**

4 1. This is a class action for wage and labor violations arising out of, among other
5 things, Defendant AutoNation, Inc.'s ("Defendant") failure to compensate its automobile sales
6 force in compliance with California law. As more fully described herein, Defendant pays
7 Plaintiff and class members based on a sales commission, and fails to pay them for all time
8 worked, provide and/or or compensate them for meal and rest breaks, and other Labor Code
9 violations.

10 2. Plaintiff seeks among other things, all wages, restitutionary disgorgement, and
11 statutory penalties. Plaintiff seek to represent the following Class:

12 All current or former California residents who worked for Defendant
13 selling automobiles at any time beginning four (4) years prior to the
14 filing of the Complaint through the date notice is mailed to the Class (the
15 "Class period").

16 **PARTIES**

17 3. Plaintiff Tarek Abu-Hajar ("Plaintiff") was, at all relevant times, a resident and
18 citizen of the State of California. Plaintiff was employed by Defendant as an automobile
19 salesperson in the County of Los Angeles, State of California, during the liability period as
20 alleged herein.

21 4. Defendant AutoNation, Inc. ("AutoNation" or "Defendant"), is a Florida
22 corporation authorized to do, and doing, business in the State of California.

23 5. Plaintiff is currently ignorant of the true names and capacities, whether individual,
24 corporate, associate, or otherwise, of the defendants sued herein under the fictitious names Does
25 1 through 50, inclusive, and therefore sue such defendants by such fictitious names. Plaintiff
26 will seek leave to amend this complaint to allege the true names and capacities of said fictitiously
27 named defendants when their true names and capacities have been ascertained. Plaintiff are
28 informed and believe and thereon alleges that each of the fictitiously named defendants is legally

1 responsible in some manner for the events and occurrences alleged herein, and for the damages
2 suffered by the Class.

3 6. Plaintiff is informed and believes and thereon alleges that all defendants,
4 including the fictitious Doe defendants, were at all relevant times acting as actual agents,
5 conspirators, ostensible agents, alter egos, partners and/or joint venturers and/or employees of all
6 other defendants, and that all acts alleged herein occurred within the course and scope of said
7 agency, employment, partnership, and joint venture, conspiracy or enterprise, and with the
8 express and/or implied permission, knowledge, consent authorization and ratification of their co-
9 defendants; however, each of these allegations are deemed "alternative" theories whenever not
10 doing so would result in a contradiction with other allegations.

11 **JURISDICTION AND VENUE**

12 7. This Court has jurisdiction over the entire action pursuant to 28 U.S.C §1332 and
13 by virtue of the fact that this is a civil action wherein the matter in controversy, exclusive of
14 interest and costs, exceeds the jurisdictional minimum of the Court. The acts and omissions
15 complained of in this action took place in the State of California, and all Defendants reside in the
16 state of California. Venue is proper because this is a class action, the acts and/or omissions
17 complained of took place, in whole or in part within the venue of this Court, and/or one or more
18 Defendant resides within the venue of this court.

19 **FACTUAL ALLEGATIONS**

20 8. Plaintiff and the Class work for Defendant as automobile salesmen. Defendant
21 paid Plaintiff and Class members based on a sales commission. Defendant paid Plaintiff and the
22 Class members advances on commissions at approximately \$10 per hour, but then clawed back
23 the advances from the commissions.

24 9. Defendant failed to pay Plaintiff and Class members for all hours worked, and did
25 not pay them minimum wages in accordance with law. When Class members worked shifts over
26 eight (8) hours per day, or over forty (40) hours per week, Defendant did not pay them overtime
27 in accordance with law. Plaintiff and the Class regularly worked over 10 hours per day and 60
28 hours per week, without being paid overtime. Defendant failed to pay Plaintiff and Class

1 members for all hours worked.

2 10. At all times during the liability period, Defendant failed to separately pay Plaintiff
3 and Class members for rest breaks.

4 11. Plaintiff and Class members' job duties were such that they were unable to take a
5 duty free meal or rest break. Plaintiff had to be on call to service customer needs if required.
6 Plaintiff and Class members were assigned to and required to work shifts lasting over four (4)
7 hours, and were not provided nor allowed to take a ten (10) minute, uninterrupted rest break
8 during each such shift or four (4) hour work period.

9 12. At all times during the liability period, Plaintiff and the Class members were
10 assigned to and required to work for periods lasting in excess of five (5) hours and were not
11 provided or allowed to take a thirty (30) minute, uninterrupted, off-duty meal break. Moreover,
12 Plaintiff and the Class members often worked in excess of ten (10) hours without a second
13 thirty (30) minute meal break.

14 13. Defendant's conduct, as alleged herein, has caused Plaintiff and Class members
15 damages including, but not limited to, loss of wages and compensation. Defendant is liable to
16 Plaintiff and the Class for failing to pay minimum wages, failing to pay overtime wages, failing
17 to pay all wages owed on each pay period, failure to provide timely and accurate wage
18 statements, failure to pay all wages owed upon termination, and unfair competition.

19 14. Plaintiff is a member of and seeks to be the representative for the Class of
20 similarly situated employees who all have been exposed to, have suffered, and/or were permitted
21 to work under, Defendant's unlawful employment practices as alleged herein.

22 **CLASS DEFINITIONS AND CLASS ALLEGATIONS**

23 15. Plaintiff brings this action on behalf of themselves, and on behalf of all others
24 similarly situated, and as a member of the Class defined as follows:

25 All current or former California residents who worked for Defendant
26 selling automobiles at any time beginning four (4) years prior to the
27 filing of the Complaint through the date notice is mailed to the Class (the
28 "Class period").

1 16. Plaintiff reserves the right to amend or otherwise alter the sub-class definitions
2 presented to the Court at the appropriate time, or to propose or eliminate sub-classes, in response
3 to facts learned through discovery, legal arguments advanced by Defendant or otherwise.

4 17. This action has been brought and may be properly maintained as a class action
5 pursuant to Federal Rules of Civil Procedure, Rule 23, and other applicable law, as follows:

6 18. **Numerosity of the Class:** Members of the Class are so numerous that their
7 individual joinder is impracticable. The precise number of Class members and their addresses
8 are known to Plaintiff or will be known to Plaintiff through discovery. Class members may be
9 notified of the pendency of this action by mail, electronic mail, the Internet, or published notice.

10 19. **Existence of Predominance of Common Questions of Fact and Law:**
11 Common questions of law and fact exist as to all members of the Class. These questions
12 predominate over any questions affecting only individual Class members. These common legal
13 and factual questions include:

- 14 a. Whether Defendant engaged in a pattern or practice of failing to pay Plaintiff and the
15 members of the Class minimum wage for each hour worked or part thereof;
- 16 b. Whether Defendant engaged in a pattern or practice of failing to pay Plaintiff and the
17 members of the Class overtime wage for each hour in excess of eight (8) per day, or
18 forty (40) per week, worked;
- 19 c. Whether Defendant violated Labor Code § 226.7 and/or § 512 and engaged in a
20 pattern or practice of failing to provide timely, off-duty thirty (30) minute meal
21 periods to Plaintiff and members of the Class who worked as automobile
22 salespersons in California during the Class period;
- 23 d. Whether Defendant violated California Industrial Welfare Commission ("IWC")
24 Orders by failing to provide Plaintiff and the members of the Class who worked as
25 automobile salespersons in California during the Class period with timely off-duty
26 thirty (30) minute meal periods;
- 27 e. Whether Defendant violated IWC Wage Order No. 4-2001 and Labor Code § 226.7
28 by failing to provide ten (10) minute, uninterrupted rest periods as contemplated by

1 California law for work periods in excess of four (4) hours;

- 2 f. Whether Defendant violated IWC Wage Order No. 4-2001 and Labor Code § 226.7
3 by engaging in a pattern or practice of failing to properly compensate Plaintiff and
4 the members of the Class who worked as automobile salespersons in California
5 during the Class period for rest periods by paying based on a commission, without
6 separately paying Plaintiff and Class members for rest breaks;
- 7 g. Whether Defendant engaged in unfair practice and violated California Business and
8 Professions Code § 17200 by failing to provide and/or compensate Plaintiff and the
9 members of the Class who worked as automobile salespersons in California during
10 the Class period with their statutory minimum wage and overtime;
- 11 h. Whether Defendant engaged in unfair practice and violated California Business and
12 Professions Code § 17200 by failing to provide and/or compensate Plaintiff and the
13 members of the Class who worked as automobile salespersons in California during
14 the Class period with their statutory off-duty meal and/or rest periods on a timely
15 basis;
- 16 i. Whether Defendant maintained accurate time records of time worked, including time
17 worked and off-duty thirty (30) minute meal breaks taken by Plaintiff and members
18 of the Class, during the Class period in accordance with IWC Wage Orders;
- 19 j. Whether Defendant violated Labor Code § 226 by issuing inaccurate itemized wage
20 statements to Plaintiff and members of the Class that failed to include payments for
21 missed and/or on-duty meal and/or rest periods among wages earned throughout the
22 Class period;
- 23 k. Whether Defendants violated Labor Code § 226 by issuing inaccurate itemized wage
24 statements to Plaintiff and members of the Class that failed to accurately state the
25 total hours worked, to the detriment of Plaintiff and the Class;
- 26 l. Whether Defendant violated Labor Code §§ 218.5, 204, 1197, and 1198 due to
27 failure to compensate Plaintiff and the Class for those acts Defendants required
28 Plaintiff and members of the Class to perform for the benefit of Defendants.

1 m. The nature and extent of class-wide injury and measure of damages for the injury.

2 20. **Typicality**: Plaintiff's claims are typical of the claims of the members of the
3 subclasses they represent because Plaintiff, as an automobile salesman for Defendant, was
4 exposed and subjected to the same unlawful business practices as other automobile salespersons
5 employed by Defendants during the liability period. Plaintiff and the members of the class she
6 represents sustained the same types of damages and losses.

7 21. **Adequacy**: Plaintiff is an adequate representative of the Class she seeks to
8 represent because her interests do not conflict with the interests of the members of the subclasses
9 Plaintiff seeks to represent. Plaintiff has retained counsel competent and experienced in complex
10 class action litigation and Plaintiff intends to prosecute this action vigorously. The interests of
11 members of each Class will be fairly and adequately protected by Plaintiff and her counsel.

12 22. **Superiority and Substantial Benefit**: The class action is superior to other
13 available means for the fair and efficient adjudication of Plaintiff and the Class members' claims.
14 The violations of law were committed by Defendant in a uniform manner and class members
15 were exposed to the same unlawful practices. The damages suffered by each individual Class
16 member may be limited. Damages of such magnitude are small given the burden and expense of
17 individual prosecution of the complex and extensive litigation necessitated by Defendant's
18 conduct. Further, it would be virtually impossible for the Class members to redress the wrongs
19 done to them on an individual basis. Even if members of the Class themselves could afford such
20 individual litigation, the court system could not. Individualized litigation increases the delay and
21 expense to all parties and the court system, due to the complex legal and factual issues of the
22 case. By contrast, the class action device presents far fewer management difficulties, and
23 provides the benefits of single adjudication, economy of scale, and comprehensive supervision
24 by a single court.

25 23. The Class should also be certified because:

26 a. The prosecution of separate actions by individual members of the Class would
27 create a risk of inconsistent or varying adjudications with respect to individual Class members
28 which would establish incompatible standards of conduct for Defendants;

b. The prosecution of separate actions by individual members of the Class would create a risk of adjudication with respect to them, which would, as a practical matter, be dispositive of the interests of the other Class members not parties to the adjudications, or substantially impair or impede their ability to protect their interests; and

c. Defendants have acted or refused to act on grounds generally applicable to the Class, and/or the general public, thereby making appropriate final and injunctive relief with respect to the Classes as a whole.

FIRST CAUSE OF ACTION
UNLAWFUL FAILURE TO PROVIDE MEAL PERIODS
(Violation of Labor Code §§ 512 and 226.7; IWC Wage Order No. 4-2001, §11)

24. Plaintiff re-allege and incorporate all preceding paragraphs as if fully set forth herein.

25. California Labor Code § 226.7(a) provides, “No employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission.”

26. IWC Order No. 4-2001(11)(A) provides, in relevant part: “No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day’s work the meal period may be waived by mutual consent of the employer and the employee.”

27. Section 512(a) of the California Labor Code provides, in relevant part, that: “An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.”

1 28. As alleged herein, Defendant failed to authorize and permit uninterrupted meal
2 breaks during the Class period. Plaintiff and members of the Class were routinely required to
3 work without an uninterrupted meal break at the direction of Defendant and/or with Defendant's
4 knowledge and acquiescence.

5 29. By its actions in requiring its employees to work through meal periods and/or its
6 failure to relieve automobile salespersons of their duties for their off-duty meal periods,
7 Defendant has violated California Labor Code § 226.7 and § 11 of IWC Wage Order No. 4-
8 2001, and is liable to Plaintiff and the Class.

9 30. As a result of the unlawful acts of Defendant, Plaintiff and the Class have been
10 deprived of timely off-duty meal periods, and are entitled to recovery under Labor Code
11 § 226.7(b) and § 4 of IWC Wage Order No. 4-2001, in the amount of one additional hour of pay
12 at the employee's regular rate of compensation for each work period during each day in which
13 Defendant failed to provide its automobile salespersons with timely statutory off-duty meal
14 periods.

15 **SECOND CAUSE OF ACTION**

16 **UNLAWFUL FAILURE TO PROVIDE REST PERIODS**

17 **(Violation of Labor Code §§ 226.7, 512, and 1194; IWC Wage Order No. 4-2001, §12)**

18 31. Plaintiff re-allege and incorporate all preceding paragraphs as if fully set forth
19 herein.

20 32. California Labor Code § 226.7(a) provides, "No employer shall require any
21 employee to work during any meal or rest period mandated by an applicable order of the
22 Industrial Welfare Commission."

23 33. IWC Order No.4-2001(12)(A) provides, in relevant part: "Every employer shall
24 authorize and permit all employees to take rest periods, which insofar as practicable shall be in
25 the middle of each work period. The authorized rest period time shall be based on the total
26 hours worked daily at the rate of ten (10) minutes net rest time per four hours or major fraction
27 thereof. However, a rest period need not be authorized for employees whose total daily work
28 times is less than three and one-half hours. Authorized rest period time shall be counted as
hours worked for which there shall be no deduction from wages."

1 34. IWC Order No. 9-2001 (12)(B) further provides, "If an employer fails to provide
2 an employee with a rest period in accordance with the applicable provisions of this order, the
3 employer shall pay the employee one (1) hour of pay at the employee's regular rate of
4 compensation for each workday that the rest period is not provided."

5 35. As alleged herein, Defendant failed to provide, authorize, and/or pay rest breaks
6 during the Class period. Plaintiff and members of the Class were routinely required to work
7 through rest periods at the direction of Defendant and/or with Defendant's knowledge and
8 acquiescence. In addition, Defendant paid Plaintiff and class members based on a commission,
9 and did not separately compensate them for their time.

10 36. By their actions, Defendant violated § 12 of IWC Wage Order No. 4-2001 and
11 California Labor Code § 226.7, and are liable to Plaintiff and the Class.

12 37. Defendant's unlawful conduct alleged herein occurred in the course of
13 employment of Plaintiff and all others similarly situated and such conduct has continued
14 through the filing of this complaint.

15 38. As a direct and proximate result of Defendant's unlawful action, Plaintiff and the
16 Class have been deprived of timely rest periods and/or were not paid for rest periods taking
17 during the Class period, and are entitled to recovery under Labor Code § 226.7(b) in the amount
18 of one additional hour of pay at the employee's regular rate of compensation for each work
19 period during each day in which Defendant failed to provide employees with timely and/or paid
20 rest periods.

21 **THIRD CAUSE OF ACTION**

22 **UNLAWFUL FAILURE TO PAY MINIMUM WAGES**

23 **(Violation of Labor Code §§ 510, 1194, 1194.2, 1197; Wage Order No. 4-2001, §4)**

24 39. Plaintiff re-allege and incorporate all preceding paragraphs as if fully set forth
25 herein.

26 40. Labor Code § 510 provides in relevant part: "[e]ight hours of labor constitutes a
27 day's work. Any work in excess of eight hours in one work day and any work in excess of 40
28 hours in any one workweek and the first eight hours worked on the seventh day of work in any
one workweek shall be compensated at the rate of no less than one and one-half times the

1 regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be
2 compensated at the rate of no less than twice the regular rate of pay for an employee. In
3 addition, any work in excess of eight hours on any seventh day of a workweek shall be
4 compensated at the rate of no less than twice the regular rate of pay of an employee.”

5 41. Labor Code §1197 provides: “The minimum wage for employees fixed by the
6 commission is the minimum wage to be paid to employees, and the payment of a less wage than
7 the minimum so fixed is unlawful.”

8 42. Labor Code § 1194, subdivision (a) provides: “Notwithstanding any agreement to
9 work for a lesser wage, an employee receiving less than the legal minimum wage or the legal
10 overtime compensation applicable to the employee is entitled to recover in a civil action the
11 unpaid balance of the full amount of this minimum wage or overtime compensation, including
12 interest thereon, reasonable attorney’s fees, and costs of suit.”

13 43. Labor Code § 1194.2 provides in relevant part: “In any action under Section
14 1193.6 or Section 1194 to recover wages because of the payment of a wage less than the
15 minimum wage fixed by an order of the commission, an employee shall be entitled to recover
16 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.”

17 44. Pursuant to IWC Wage Order No. 4-2001, at all times material hereto, “hours
18 worked” includes “the time during which an employee is subject to the control of an employer,
19 and includes all the time the employee is suffered or permitted to work, where or not required to
20 do so.”

21 45. At all times, relevant during the liability period, under the provisions of Wage
22 Order No. 4-2001, Plaintiff and each Class member should have received not less than the
23 minimum wage in a sum according to proof for the time worked, but not compensated.

24 46. For all hours that Plaintiff and the Class members worked, they are entitled to not
25 less than the California minimum wage and, pursuant to Labor Code § 1194.2(a) liquidated
26 damages in an amount equal to the unpaid minimum wages and interest thereon. Pursuant to
27 Labor Code § 1194, Plaintiff and the Class members are also entitled to their attorneys’ fees,
28 costs, and interest according to proof.

1 47. At all times, relevant during the liability period, Defendant willfully failed and
2 refused, and continues to willfully fail and refuse, to pay Plaintiff and Class members the
3 amounts owed.

4 48. Defendant's unlawful conduct alleged herein occurred in the course of
5 employment of Plaintiff and all other similarly situated automobile salespersons, and Defendant
6 has done so continuously throughout the filing of this complaint.

7 49. As a direct and proximate result of Defendant's violation of Labor Code §§ 510
8 and 1197, Plaintiff and other Class members have suffered irreparable harm and money
9 damages entitling them to damages, injunctive relief or restitution. Plaintiff, on behalf of
10 themselves and on behalf of the Class, seeks damages and all other relief allowable including all
11 wages due while working as Defendant's automobile salespersons, attorneys' fees, liquidated
12 damages, prejudgment interest, and as to those employees no longer employed by Defendant,
13 waiting time penalties pursuant to Labor Code § 200 *et seq.*

14 50. Plaintiff and the Class members are entitled to back pay, pre-judgment interest,
15 liquidated damages, statutory penalties, attorneys' fees and costs, and for Plaintiff and the Class
16 of members no longer employed, waiting time penalties pursuant to Labor Code § 1194.

17 **FOURTH CAUSE OF ACTION**

18 **UNLAWFUL FAILURE TO PAY ALL OVERTIME AND DOUBLE TIME WAGES**
19 **(Violation of *Labor Code* §§ 510 and 1194; Wage Order No. 4-2001, § 3)**

20 51. Plaintiff re-allege all preceding paragraphs as if fully set forth herein.

21 52. California *Labor Code* §510 provides that, "Any work in excess of eight hours in
22 one workday and any work in excess of 40 hours in any one workweek and the first eight hours
23 worked on the seventh day of work in any one workweek shall be compensated at the rate of no
24 less than one and one-half times the regular rate of pay for an employee. Any work in excess of
25 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay
26 for an employee...."

27 53. Section 3(a)(1) of Wage Order No. 4-2001 also mandates that employers pay one
28 and one-half times the employees' regular rate of pay for employees who work more than eight
(8) hours in a day or forty (40) hours in a week, and two times their regular rate of pay for any

1 work in excess of twelve (12) hours in one day.

2 54. At all times relevant hereto, Plaintiff and members of the Class were non-exempt
3 for purposes of the overtime and double pay requirements set forth in the Labor Code and Wage
4 Order No. 4-2001. In addition, during the Class period, Plaintiff and other members of the Class
5 consistently worked three (3) to five (5) days per week for ten (10) hours or more.

6 55. Plaintiff and the Class seek to recover unpaid overtime and double-time
7 compensation in an amount to be determined at trial.

8 **FIFTH CAUSE OF ACTION**
9 **FAILURE TO PAY ALL WAGES DUE AT SEPARATION**
10 **(Violation of Labor Code § 203)**

11 56. Plaintiff re-allege and incorporate all preceding paragraphs as if fully set forth
12 herein.

13 57. California Labor Code §§ 201 and 202 requires Defendant to pay all
14 compensation due and owing to former automobile salespersons at or around the time
15 employment is terminated. Section 203 of the California Labor Code provides that if an
16 employer willfully fails to pay compensation promptly upon discharge or resignation, as
17 required by §§ 201 and 202, then the employer is liable for penalties in the form of continued
18 compensation up to thirty (30) work days.

19 58. At all times, relevant during the liability period, Plaintiff and the other members
20 of the Class were employees of Defendants covered by Labor Code § 203.

21 59. Plaintiff and the Class were not paid for their work performed in excess of eight
22 (8) hours per day, nor were they paid for their work time.

23 60. Defendant willfully failed to pay Plaintiff and other members of the Class who are
24 no longer employed by Defendant for their uncompensated hours, uncompensated overtime, and
25 missed, untimely or on-duty meal and rest periods upon their termination or separation from
26 employment with Defendant as required by California Labor Code §§ 201 and 202. As a result,
27 Defendant is liable to Plaintiff and other members of the Class who are no longer employed by
28 Defendant for waiting time penalties amounting to thirty days wages for Plaintiff and each such
Class member pursuant to California Labor Code § 203.

SIXTH CAUSE OF ACTION
FAILURE TO PAY ALL WAGES OWED EVERY PAY PERIOD
(Violation of Labor Code § 204)

61. Plaintiff re-allege and incorporate all preceding paragraphs as if fully set forth herein.

62. California Labor Code § 204 establishes the fundamental right of all employees in the State of California to be paid wages in a timely fashion for their work.

63. At all times, relevant during the liability period, Defendants failed to pay Plaintiff and the Class the full amount of all owed wages when due as required by California Labor Code § 204.

64. Defendants failed to pay Plaintiff and other similarly situated employees all wages earned each pay period. Plaintiff are informed, believe, and thereon allege, that at all times relevant during the liability period, Defendants maintained a policy or practice of not paying Plaintiff and other similarly situated employees: (i) minimum wages for all hours worked; (ii) overtime wages for all overtime hours worked; and (iii) premium wages for all missed meal and rest periods.

65. As a result of Defendant's unlawful conduct, Plaintiff and members of the each Class have suffered damages in an amount, subject to proof, to the extent they were not paid all wages each pay period. The precise amount of unpaid wages is not presently known to Plaintiff but can be determined directly from Defendant's records or indirectly based on information from Defendants' records.

SEVENTH CAUSE OF ACTION
VIOLATION OF CALIFORNIA'S UNFAIR COMPETITION ACT
(Violation of California's Unfair Competition Law, Bus. & Prof. Code §§ 17200 *et seq.*)

66. Plaintiff re-allege all preceding paragraphs as if fully set forth herein.

67. Section 17200 of the California Business and Professions Code (the "UCL") prohibits any unlawful, unfair, or fraudulent business practices.

68. Through its action alleged herein, Defendant has engaged in unfair competition within the meaning of the UCL. Defendant's conduct, as alleged herein, constitutes unlawful,

1 unfair, and/or fraudulent business practices under the UCL.

2 69. Defendant's unlawful conduct under the UCL includes, but is not limited to,
3 violating the statutes alleged herein. Defendant's unfair conduct under the UCL includes, but is
4 not limited to, failure to pay Class members wages and compensation they earned through labor
5 provided, and failing to otherwise compensate Class members, as alleged herein. Defendant's
6 fraudulent conduct includes, but is not limited to, issuing wage statements containing false
7 and/or misleading information about the time the Class members worked and the amount of
8 wages or compensation due.

9 70. Plaintiff have standing to assert this claim because he has suffered injury in fact
10 and has lost money as a result of Defendant's conduct.

11 71. Plaintiff and the Class seek restitutionary disgorgement from Defendant, and an
12 injunction prohibiting them from engaging in the unlawful, unfair, and/or fraudulent conduct
13 alleged herein.

14 **PRAYER**

15 WHEREFORE, Plaintiff, on behalf of themselves and all others similarly situated and
16 also on behalf of the general public, pray for judgment against Defendants as follows:

- 17 A. An order that this action may proceed and be maintained as a class action;
18 B. For all unpaid minimum wages and liquidated damages due to Plaintiff and each
19 Class member on their minimum wage claim;
20 C. For all unpaid overtime wages and liquidated damages due to Plaintiff and each
21 Class member on their overtime wage claim
22 D. For one hour of wages due to Plaintiff and each Class member for each work
23 period of more than four (4) hours when they did not receive an uninterrupted ten
24 (10) minute rest period;
25 E. For one hour of wages due to Plaintiff and each Class member for each work
26 period of more than five (5) hours when they did not receive an uninterrupted
27 thirty (30) minute meal period;
28 F. For all statutory penalties including, but not limited to, under Labor Code §§ 223

1 and 226(e);

2 G. An order requiring Defendants to comply with Labor Code § 226(a) with respect
3 to all currently employed members of the Class;

4 H. For restitutionary disgorgement pursuant to the UCL;

5 I. An order enjoining Defendants from further unfair and unlawful business
6 practices in violation of Business & Professions Code §§ 17200 *et seq.*;

7 J. Prejudgment interest at the maximum legal rate;

8 K. Reasonable attorneys' fees;

9 L. Accounting of Defendants' records for the liability period;

10 M. General, special and consequential damages, to the extent allowed by law;

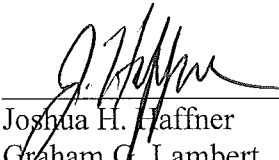
11 N. Costs of suit; and

12 O. Such other relief as the Court may deem just and proper.

13 DATED: March 17, 2017

HAFFNER LAW PC

14
15 By:



Joshua H. Haffner
Graham C. Lambert
Attorneys for Plaintiff and others
Similarly situated


DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury for himself and the Class members on all claims so triable.

DATED: March 17, 2017

HAFFNER LAW PC

By:



Joshua H. Haffner
Graham G. Lambert
Attorneys for Plaintiff and others
Similarly situated